July 21, 2020

Subject: Addendum No. 1
Request for Proposals (RFP) No. 20-08:
Construction Management Services for Diamond Bar Golf Course
Project

To all prospective Proposers:

This Addendum No. 1 becomes a part of the original solicitation package and as such, shall become part of the resultant contract with the successful proposer. All other information included in the original solicitation is not altered by this Addendum.

This Addendum No. 1 shall be posted on the SGVCOG’s online bidding system, PlanetBids.

20-08 - Appendix C - Sample Pro Forma Agreement - Draft
Delete Section 5 – ADDITIONAL SERVICES in its entirety and replace with the following:

SECTION 5. ADDITIONAL SERVICES.
A. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT, which are in addition to or outside of those described in SECTION 3 above, unless such additional services are authorized in advance and in writing by SGVCOG. CONSULTANT shall be compensated for any such additional authorized services in the amounts and in the manner agreed to in writing by SGVCOG.

B. No CONSULTANT or subconsultant may work overtime without prior and expressed authorization from SGVCOG. All overtime work needs to be requested by the CONSULTANT or subconsultant in writing and pre-approved by SGVCOG prior to work being performed. In emergency situations where CONSULTANT or subconsultant is not able to submit the written request, CONSULTANT or subconsultant must obtain verbal approval from SGVCOG prior to performing the work and in writing as follow up.

20-08 - Appendix C - Sample Pro Forma Agreement - Draft
ADD SECTION 7. COMPENSATION AND METHOD OF PAYMENT

O. The CONSULTANT’s compensation for work under any awarded contract will be based on firm fixed hourly rates [which must include all overhead costs and a markup
fee that is no more than nine percent (9%) of the hourly cost rate] multiplied by the
direct labor hours performed. The CONSULTANT’s not-to-exceed compensation will
be subject to a cap on total budget as specified in each TASK ORDER. CONSULTANT’s hourly rates are not adjustable for the first two (2) years of
the performance period under the AGREEMENT. The CONSULTANT’s performance period will start on the date of the first TASK ORDER issued to the CONSULTANT. After the first two (2) years, CONSULTANT’s hourly rates may have annual adjustments based on the amount the CPI for the Los Angeles-Long Beach-Anaheim metropolitan area for the month immediately preceding the start of the third year of the performance period ("Index Month") has increased over the CPI for the month one year prior to the Index Month as measured by the Bureau of Labor Statistics or three (3) percent, whichever is less; subject to review and approval of SGVCOG. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are direct result of changes in the prevailing wage rates are reimbursable. These hourly rate limitations are applicable to all subconsultants as well.

Proposers are reminded that this, and any subsequent addenda, must be acknowledged in the RFP cover letter.

The Proposal Due Date is UNCHANGED by this Addendum.

Sincerely,

Memo Ponce

Memo Ponce
Contracts Manager

(END OF ADDENDUM NO. 1)